

Acceptable Use Policy

1. **Scope.** This AUP for the Hosted Service(s) sets forth required actions and practices, as well as those actions and practices that are unacceptable and prohibited, respecting the use of the Services. This AUP is written to protect the interests of public and private entities and individuals providing services on and using the Internet, and the reputation and goodwill of Bifrost with such parties, and Bifrost intends it to be interpreted for such purpose. Capitalized terms used but not defined in this AUP shall have the meaning given to such terms in the Terms of Service between Customer and Bifrost.
2. **Enforcement.** It is Bifrost's policy to investigate all reports of abuse and take appropriate action on all such reports. Bifrost will enforce this AUP by using, without limitation, and in its discretion, auditing methods such as complaint and email failure monitoring to ensure compliance with this AUP.
3. **Prohibited Content.** Customer shall not, and shall not permit any Named User to, use the Hosted Service(s) to create, display, upload, store, post, submit, reproduce, distribute, process or transmit, or permit use of the Hosted Service(s) to create, display, upload, store, post, submit, reproduce, distribute, process or transmit any Content that, in the reasonable discretion of Bifrost:
 - (a) is patently offensive or promotes or otherwise incites racism, bigotry, hatred, discrimination or physical harm of any kind against any group or individual;
 - (b) harasses or advocates harassment of another Person;
 - (c) exploits or promotes exploitation of people in a sexual or violent manner;
 - (d) constitutes obscenity, contains nudity, excessive violence, or offensive subject matter or links to an adult website;
 - (e) solicits or is designed to solicit personal information from anyone under age 13;
 - (f) solicits or is designed to solicit an inappropriate or unlawful relationship with another Person;
 - (g) is threatening, obscene, defamatory or libelous;
 - (h) constitutes or promotes an illegal or unauthorized copy of another Person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music, video or links to pirated music or video files;
 - (i) furthers, promotes or depicts any illegal or criminal activity or enterprise or provides instructional information about illegal activities including making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or
 - (j) violates or attempts to violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any Person;
 - (k) constitutes a criminal offence or otherwise engages in or assists others to engage in any criminal offence;
 - (l) gives rise to civil liability or otherwise violates the rights or assists others to violate the rights of Bifrost or any third party;
 - (m) contains or embodies any computer virus, harmful component or corrupted data;

- (n) adversely affects the performance or availability of any of the Hosted Service or the System; or
- (o) is used to impersonate any Person, including Bifrost personnel.

4. **Prohibited Actions.** Customer shall not, and shall not permit Named Users or any other Person to, directly or indirectly, do any of the following:

- (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying algorithms of the Hosted Service (or any part thereof) and/or the System;
- (b) modify, translate, or create derivative works based on any portion of the Hosted Service or any Deliverables (other than such Deliverables that are owned by Customer as agreed to in a SOW);
- (c) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit any Deliverables (other than such Deliverables that are owned by Customer as agreed to in a SOW), any portion of the Hosted Service(s) (or any part thereof) and/or the System or make any portion of the Hosted Service(s) available to any Person (other than Named Users);
- (d) publish or disclose to any Person evaluations of the Services (save and except for internal evaluation of the Services by Customer);
- (e) tamper with the security of any portion of the Hosted Service and/or the System;
- (f) knowingly access data on or available through the Hosted Service and/or the System not intended for Customer or Named Users; or
- (g) attempt to probe, scan or test the vulnerability of any portion of the System or to breach the security or authentication measures.

5. **Prohibited Use of the Hosted Service(s).** Customer shall not, and shall not permit any Named User to, use the Hosted Service(s) to:

- (a) violate any applicable local, provincial, state, federal or foreign law, rule or regulation;
- (b) directly or indirectly send, post, transmit, handle, distribute, deliver or otherwise transmit: (a) unauthorized or unsolicited duplicative e-mail messages, junk or bulk e-mail messages, chain letters, newsgroup postings or unsolicited email ("spam" or "spamming") that is in violation of the CAN SPAM Act (as defined below), the GDPR (as defined below), CASL (as defined below), Canada's *Personal Information Protection and Electronic Documents Act*, or any other applicable law; (b) email to an address obtained via Internet harvesting methods or any surreptitious methods (e.g., scraping or harvesting) and agrees to demonstrate consent to marketing upon Bifrost's request; or (c) email to an address that is incomplete, inaccurate and/or not updated for all applicable opt-out notifications, using best efforts and best practices in the industry, nor may Customer assist in any such actions, nor engage or enlist another to do so; (d) imitating or impersonating another Person or his, her or its email address, or creating false accounts for the purpose of sending spam;

For the purposes of this AUP, "CAN SPAM ACT" means: the United States' *Controlling the Assault of Non-Solicited Pornography and Marketing Act*, 15 U.S.C. sec. 7701 et seq., as may be amended or supplement from time to time; "GDPR" means the General Data Protection Regulation (EU) 2016/679 of the European Union, as may be amended or supplemented from time to time; and "CASL" means Canada's federal *Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying*

out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, as may be amended or supplement from time to time, and any regulations promulgated thereunder;

- (c) unless permitted by law, circumvent or modify, attempt to circumvent or modify, or encourage or assist any other Person in circumventing or modifying any security technology or software that is part of the Hosted Service;
 - (d) obstruct or bypass computer identification or security procedures;
 - (e) engage in unauthorized computer or network trespass;
 - (f) engage in any activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;
 - (g) export equipment, software, or data outside of Canada or the United States in contravention of applicable export control legislation;
 - (h) access any other service or website in a manner that violates the terms for use of or access to such service or website;
 - (i) use invalid or forged headers to disguise the origin of any Content transmitted to or through Bifrost's systems;
 - (j) post any private information of any Person without authorization;
 - (k) use any of the Hosted Service(s) for time sharing or service bureau purposes;
 - (l) engage in any activity that constitutes a criminal offence or otherwise engage in or assist others to engage in any criminal offence; or
 - (m) engage in any activity that gives rise to civil liability or otherwise violate the rights or assist others to violate the rights of Bifrost or any third party.
6. **Remedies.** Without limiting the remedies available to Bifrost for any breach of the Agreement, Bifrost may restrict, suspend or terminate Customer's access to Bifrost at any time and without notice if Bifrost, in its sole discretion, determines that Customer has violated this AUP.
7. **Compliance with Law Enforcement.** Bifrost reserves the right to fully cooperate with any law enforcement authorities or court order, requesting or directing Bifrost to disclose the identity of anyone, including Named Users, suspected of violating this AUP, the Agreement or any applicable law. Customer acknowledges and agrees that Bifrost may cooperate with law enforcement authorities in this regard.
8. **Changes to this AUP.** Bifrost reserves the right to supplement, modify, amend or supersede this AUP, notifying Customer via email, in the event that such supplement, modification, amendment or other change(s) is required as a result of Bifrost's compliance with applicable laws, as determined by Bifrost in its sole discretion.